

1 Fred W. Schwinn (SBN 225575)
 2 CONSUMER LAW CENTER, INC.
 3 12 South First Street, Suite 1014
 4 San Jose, California 95113-2418
 5 Telephone Number: (408) 294-6100
 6 Facsimile Number: (408) 294-6190
 7 Email Address: fred.schwinn@sjconsumerlaw.com

8 Attorney for Plaintiff
 9 JO ANNE GRAFF

10 **IN THE UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12 SAN JOSE DIVISION**

13 JO ANNE GRAFF,

14 Plaintiff,

15 v.

16 HUNT & HENRIQUES, a general partnership,
 17 MICHAEL SCOTT HUNT, individually and
 18 in his official capacity, and JANALIE ANN
 19 HENRIQUES, individually and in her official
 20 capacity,

21 Defendants.

22 Case No. C08-00908-JF-PVT

23 **NOTICE OF STIPULATION**

24 COMES NOW Plaintiff, JO ANNE GRAFF, by and through her attorney Fred W. Schwinn
 25 of the Consumer Law Center, Inc., and pursuant to the Order of the Honorable Patricia V. Trumbull,
 26 hereby submits her Notice of Stipulation in the above-captioned matter.

27 Plaintiff hereby stipulates to the following facts contained in the Declaration of Michael S.
 28 Hunt in Support of Defendants' Opposition to Plaintiff's Motion to Quash Deposition Subpoena of
Fred W. Schwinn, a copy of which is attached hereto as Exhibit "1."

- 29 1. Stipulated.
- 30 2. Stipulated.
- 31 3. Stipulated, except the letter sent to Plaintiff contained a signature.
- 32 4. Stipulated, except the letter was sent via facsimile transmission and was

1 received by Defendants on February 19, 2008.

2 || 5. Stipulated.

3 6. Stipulated, except the first sentence. Plaintiff has no idea what Defendants
4 “concluded” or what that means.

5 || 7. Stipulated.

6 || 8. Stipulated.

CONSUMER LAW CENTER, INC.

By: /s/ Fred W. Schwinn

Fred W. Schwinn, Esq.

Attorney for Plaintiff

JO ANNE GRAFF

Exhibit “1”

1 TOMIO B. NARITA (SBN 156576)
2 ROBIN M. BOWEN (SBN 230309)
3 SIMMONDS & NARITA LLP
4 44 Montgomery Street, Suite 3010
5 San Francisco, CA 94104-4816
Telephone: (415) 283-1000
Facsimile: (415) 352-2625
tnarita@snllp.com
rbowen@snllp.com

6 Attorneys for Defendants
7 Hunt & Henriques, Michael Scott Hunt
and Janalie Ann Henriques

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JO ANNE GRAFF,

CASE NO.: C08 00908 JF (PVT)

Plaintiff,

**DECLARATION OF MICHAEL S.
HUNT IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO QUASH
DEPOSITION SUBPOENA OF
FRED W. SCHWINN**

vs.

HUNT & HENRIQUES, a general partnership, MICHAEL SCOTT HUNT, individually and in his official capacity, and JANALIE ANN HENRIQUES, individually and in her official capacity.

Date: July 29, 2008
Time: 10:00 a.m.
Ctrm: 5, Fourth Floor

Defendants.

Honorable Patricia V. Trumbull

1 I, Michael S. Hunt, declare:

2 1. I am an attorney licensed to practice law in the State of California. I am
3 a partner in the firm of Hunt & Henriques, a defendant in this action. I make this
4 declaration in support of the Defendants' Opposition to Plaintiff's Motion to Quash
5 the Deposition Subpoena of Fred W. Schwinn. I have personal knowledge of the
6 facts set forth herein, and could and would testify thereto if called upon to do so.

7 2. Citibank (South Dakota) N.A. retained Hunt & Henriques to collect the
8 balance due on Plaintiff Jo Anne Graff's ("Graff") delinquent Citibank credit card
9 account.

10 3. On February 12, 2007, Hunt & Henriques sent Graff a letter requesting
11 payment of her debt and informing her of her right to request verification. A true
12 and correct copy of this letter is attached hereto as **Exhibit A**.

13 4. On or about February 20, 2007, Hunt & Henriques received a letter
14 from Fred W. Schwinn. A true and correct copy of this letter, dated February 19,
15 2007, is attached hereto as **Exhibit B**.

16 5. On March 26, 2007, Hunt & Henriques sent a letter to Mr. Schwinn,
17 asking him if he would accept service of process on behalf of Graff, and informing
18 him that if he did not respond within ten days, litigation would proceed and service
19 would be attempted on his client directly. Our firm never received any response to
20 this letter. A true and correct copy of this letter is attached hereto as **Exhibit C**.

21 6. Given that Mr. Schwinn did not respond, Hunt & Henriques concluded
22 that Mr. Schwinn did not represent Graff with respect to litigation on the account.
23 Our firm filed suit on behalf of Citibank in the California Superior Court for the
24 County of Santa Clara. On May 15, 2007, Graff was served with that summons and
25 complaint. A true and correct copy of the proof of service is attached hereto as
Exhibit D.

27 7. Neither Graff, nor Mr. Schwinn, nor anyone else acting on her behalf
28 made an appearance in the state court action. On July 9, 2007, the court entered

1 default judgment against Graff. A true and correct copy of the default is attached
2 hereto as **Exhibit E**.

3 8. Hunt & Henriques mailed a letter to Graff on July 13, 2007, informing
4 her that the court had entered judgment against her and that Hunt & Henriques
5 intended to pursue collection of the judgment. A true and correct copy of this letter
6 is attached hereto as **Exhibit F**.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct. Executed at San Jose, California on this 7th day of July, 2008.

By: *M* Michael S. Hunt

Exhibit A

HUNT & HENRIQUES

ATTORNEYS AT LAW

MICHAEL S. HUNT
JANALIE HENRIQUES

151 BERNAL ROAD, SUITE 8
SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362-2270
FACSIMILE 362-2299

JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

Additional important disclosures continued on reverse...

JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or www.ftc.gov.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,

Michael S. Hunt
Janalie Henriques
HUNT & HENRIQUES

X0700502

Exhibit B

Consumer Law Center, Inc.

12 South First Street, Suite 416
San Jose, CA 95113-2404
(408) 294-6100
Fax: (408) 294-6190

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 408-362-2299

To: Hunt & Henriques
From: Fred W. Schwinn
Client/Matter: Jo Anne Graft-5466-1600-1808-9621
Date: February 19, 2007

DOCUMENTS	NUMBER OF PAGES*
Letter	2

COMMENTS:

Original will NOT follow.

The information contained in this facsimile message is information protected by attorney-client and/or the attorney-work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (408) 294-6100.

X0700502/123

CONSUMER LAW CENTER, INC.

12 South First Street, Suite 416

San Jose, CA 95113-2404

(408) 294-6100

Fax (408) 294-6190

Fred W. Schwinn
fred.schwinn@sjconsumerlaw.com

Via Fax to: 408-362-2299

February 19, 2007

Hunt & Henriques
161 Bernal Road, Suite 8
San Jose, CA 95119-1306

In the Matter of: Jo Anne Graff
210 El Carmelo Avenue
Palo Alto, CA 94306-2377

Your Account or File No(s).: 5466-1600-1808-9621

Dear Sir or Madam:

I have attached a copy of your most recent correspondence for your reference. Please be advised that the consumer debtor in the matter referenced above has retained the services of the Consumer Law Center, Inc., to assist in the matter of debt relief. The purpose of this letter is two-fold. First, I wish to provide you with written notice in your capacity as a creditor, collection agent, or collection attorney that this consumer debtor, now our client, is in fact and in law REPRESENTED BY AN ATTORNEY. As a result of this notice, and pursuant to Sections 1692b(6) and 1692c(a)(2) of Title 15 of the United States Code and Section 1788.14(e) of the California Civil Code, you are to immediately terminate any further direct or indirect contacts with our client. Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means. This also includes any contact directly or indirectly with any employer, family member, friend, or other creditor of our client.

Second, this letter is intended to dissuade your firm from filing a lawsuit against our client and reducing the amount that is allegedly owed to a judgment. Should you choose to file a lawsuit against our client in this matter, please be advised that I have reviewed with our client the list of California exemptions provided by the Judicial Counsel of California and I have determined that our client owns no property that could be subject to attachment or levy. Furthermore, our client is disabled and unemployed. Our client is therefore "judgement proof." Should you decide to reduce the amount allegedly owed to a judgment, it will remain uncollectible.

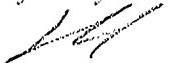
Upon receipt of this letter, any future direct or indirect contacts with our client will result in our office filing a claim against you under the Federal Fair Debt Collection Act, the California Civil Code, and any other available and applicable state or federal laws. If it becomes necessary to file any and all such claims, then please be advised and take due notice that our client will be seeking actual damages, statutory damages, court costs, and our reasonable attorney fees based on our hourly

rate of \$ 300.00. You are also hereby placed on notice that if unlawful and illegal conduct persists or is egregious, then our client will also seek an award of punitive damages as may be determined at the discretion of the Court.

Based on the foregoing, any further communications concerning our client and/or the subject debt must be directed to the Consumer Law Center, Inc. Be advised that any request for information will be addressed in a reasonable time period.

Until advised otherwise, you should mark this matter as "disputed." I anticipate your cooperation herein.

Very Truly Yours,



Fred W. Schwinn, Esq.

Feb-16-07 01:57pm From-

T-914 P.002/003 F-793

MICHAEL S. HUNT
JANALIE HENRIQUESHUNT & HENRIQUES
ATTORNEYS AT LAW
161 BERNAL ROAD, SUITE B
SAN JOSE, CALIFORNIA 95119-1306AREA CODE 408
TELEPHONE 382-2270
FACSIMILE 382-2299JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

Additional important disclosures continued on reverse...

Feb-16-07 01:58pm From-

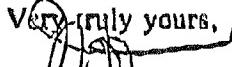
T-914 P.003/003 F-783

JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or www.ftc.gov.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,

Michael S. Hunt
Janalie Henriques
HUNT & HENRIQUES

X0700502

Exhibit C

MICHAEL S. HUNT
JANALIE HENRIQUES

HUNT & HENRIQUES

ATTORNEYS AT LAW
151 BERNAL ROAD, SUITE 8
SAN JOSE, CA 95119-1306

AREA CODE 408
TELEPHONE 362-2270
FACSIMILE 362-2299

March 26, 2007

Attn: Fred W. Schwinn, Esq.
Consumer Law Center
12 South First Street, Suite #416
San Jose, CA 95113-2404

**RE: JO A GRAFF
CITIBANK(SOUTH DAKOTA)N.A. ACCT NO: 5466160018089621**

Dear Mr. Schwinn:

Your recent correspondence has been forwarded to me for response.

Pursuant to your client's request, I am providing you with the following account documents:

1. Account statements from: 02/28/2006 to 01/31/2007

Please advise within ten days if you are authorized to accept service of process on behalf of Ms. Gresham. If we have not heard from you within ten days of the date of this letter, litigation will proceed and service will be attempted on your client directly.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ALL INFORMATION OBTAINED WILL BE USED TO COLLECT THE DEBT.

Yours truly,



Michael S. Hunt
HUNT & HENRIQUES

03/24/06	\$4807.48	\$100.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number

5466 1600 1808 9621

Customer Service:

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484)	\$5000	\$192	\$1500	\$4807.48
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due = Minimum Amount Due
	02/28/2006	\$0.00 +	\$0.00 +	\$100.00 = \$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/28		Standard Purch MEMBERSHIP FEE FEB 06-DEC 06 SEE REVERSE FOR MORE RENEWAL INFORMATION 74 0000	41.60 0000000000
	2/28		CRED PROTECTOR FEE-MONTHLY 800-950-5114 74 0000	32.94 0000000000
	2/28		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	64.06 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your current nominal annual percentage rate for purchases may vary monthly and is based on the Wall Street Journal Prime Rate plus 9.900%. However, if you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 19.990%, based on the nature of defaults and performance indications. These rates apply to your account at the time this statement was printed.

The Excess Collision Loss/Damage Insurance coverage on your Citi(R) World MasterCard(R) will change to MasterRental(R) Insurance effective 4/1/06. Please see enclosed insert or website below for details.
<http://www.citibank.com/us/cards/gen-content/en.htm>

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,701.16	0.04699%(D)	17.150%	17.150%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

04/24/06	\$4870.38	\$101.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT.DUE DATE	NEW BALANCE	MIN.AMT.DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000
CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

5466 1600 1808 9621

Customer Service:

888-766-CITI (2484)	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/Closing Date 03/30/2006	\$129 Amount Over Revolving Credit Line \$0.00 +	\$1500 Past Due \$0.00 +	\$129 Purch/Adv Minimum Due \$101.00 =	\$4870.38 Minimum Amount Due \$101.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/16	K0004006	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-105.00 27000004995
3/18	3/18	22Z5D66S	Standard Purch ITV DIRECT - SEA VEGG 800-215-0063 MA 61 A5969US 2222 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	99.80 85306446078 68.10 0000000000
	3/30			

*** CITI AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 100
Earned Miles: 100
Miles Reported To American Airlines: 100

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

FREE SERVICES FOR CITI(R)/AAdvantage(R) CARDMEMBERS. Manage your Citi(R)/AAdvantage(R) Card account online securely, anytime--whether you want to check your balance, see if a payment was received or pay your bill online. Register now at citicards.com

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,831.08	0.04699%(D)	17.150%	17.150%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

05/23/06	\$4817.76	\$100.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT.DUE DATE	NEW BALANCE	MIN AMT.DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

CA

Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number
1466 1600 1808 9621

Customer Service:

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484) BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 04/28/2006	\$182 Amount Over Revolving Credit Line \$0.00 +	\$1500 Past Due \$0.00 +	\$182 Purch/Adv Minimum Due \$100.00 = \$4817.76 Minimum Amount Due \$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	4/22	K0004003	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
	4/28		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	67.38 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life changing events interrupt your income or stress your budget. To enroll, call 1-888-863-8407.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76
Days This Billing Period: 29					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$4,874.02	0.04767%(D)	17.400%	17.400%	
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%	

06/23/06	\$4809.78	\$160.02	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number
5466 1600 1808 9621

Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484)	\$5000	\$190	\$1500	\$190	\$4809.78
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	05/31/2006	\$0.00	\$0.00 +	\$160.02	= \$160.02

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/24	K0004003		Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
5/31			Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000	35.00 0000000000
5/31			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	77.02 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

Our records show home phone 650-320-9402 and business phone 408-730-3815.
Please update coupon if incorrect.

Happy 25th Anniversary to the AAdvantage(R) Program! American Airlines launched the world's 1st frequent flyer program in 1981. Several HUGE promotions and events are planned to celebrate this milestone - so don't miss out! Details at www.aa.com/25

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.tarjetasciti.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78
Days This Billing Period: 33					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$4,826.08	0.04836%(D)	17.650%	17.650%	
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%	

07/24/06	\$4754.79	\$115.08	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMI DUE DATE	NEW BALANCE	MN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420



Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

5466 1600 1808 9621

Customer Service:

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484) \$5000	\$245	\$1500	\$245	\$4754.79
BOX 6000 Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
THE LAKES, NV 89163-6000 06/29/2006	\$0.00	\$0.00 +	\$115.08 =	\$115.08

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/01	6/20	K0006004	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000 GLOBAL LIGHT NETWORK SAN ANTONIO TX 71 7372US 2222 REFUND LATE FEE 78 0000	-170.00 27000004995 -40.00 55503626153 -35.00 0000000000
	6/01	GSNZPHJF		
	6/20			
5/31	6/01	9961PHJF	Standard Purch GLOBAL LIGHT NETWORK SAN ANTONIO TX 61 A7372US 2222	32.00 55503626152
5/31	6/01	0861PHJF	GLOBAL LIGHT NETWORK SAN ANTONIO TX 61 A7372US 2222	89.93 55503626152
	6/29		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	68.08 0000000000

*** CITI AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 82
Earned Miles: 82
Miles Reported To American Airlines: 82

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Get Credit Protector for those times when life-changing events like job loss, disability, moving, or going to college interrupt your income or strain your budget. To enroll call, 1-888-395-9159.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,854.13	0.04836%(D)	17.650%	17.650%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

08/24/06	\$4947.26	\$274.83	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number
5466 1600 1808 9621

Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484)	\$5000	\$52	\$1500	\$52	\$4947.26
BOX 6000 THE LAKES, NV 89163-6000	Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	07/31/2006	\$0.00	\$115.08 +	\$159.75 =	\$274.83

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	7/31		Standard Purch	
			LATE FEE - JUN PAYMENT PAST DUE	35.00
7/18	7/18	T5NZZ600	66 0000 COMCAST CABLE COMM 800-COMCAST CA	0000000000 81.72
	7/31		61 A4899US 2222 PURCHASES*FINANCE CHARGE*PERIODIC RATE	55432866199 75.75
			84 0000	0000000000

*** CITI AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 82
Earned Miles: 82
Miles Reported To American Airlines: 82

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

The Annual Percentage Rate on your account may increase due to one of the following reasons stated in your Card Agreement with us: if you fail to make a payment to us when due, you exceed your credit line or you make a payment to us that is not honored by your bank.

Please see enclosed privacy notice for important information.

Want to receive your billing statement in Spanish? Para recibir su estado de cuenta en Castellano, por favor llame al 1-800-947-9100, o visite www.tarjetasciti.com y elija su idioma modificando su Perfil Personal en "Administrar mi Cuenta."

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,826.98	0.04904%(D)	17.900%	17.900%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

09/25/06	\$5119.05	\$616.67	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number

5466 1600 1808 9621

Customer Service:

1-800-388-2200	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 08/30/2006	\$0 Amount Over Revolving Credit Line \$119.05	\$1500 Past Due \$274.83	\$0 Purch/Adv Minimum Due \$341.84	\$5119.05 \$616.67

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/30		Standard Purch LATE FEE - JUL PAYMENT PAST DUE 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	39.00 0000000000 132.79 0000000000
	8/30			

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (08/24/06), which was \$4,947.26.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.



Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,011.15	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

10/24/06	\$5295.45	\$845.07	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PM: 30E DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number

5466 1600 1808 9621

Customer Service:

1-800-866-9900	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 09/29/2006	\$0 Amount Over Revolving Credit Line \$295.45	\$1500 Past Due \$616.67 +	\$0 Purch/Adv Minimum Due \$228.40 =	\$5295.45 Minimum Amount Due \$845.07

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/29			Standard Purch LATE FEE - AUG PAYMENT PAST DUE 66 0000	39.00 0000000000
9/29			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	137.40 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (09/25/06), which was \$5,119.05.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Your account is seriously past due and your credit privileges have been suspended. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am - 9 pm, or Saturday, 8 am - 5 pm, Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,185.16	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

11/24/06	\$5486.20	\$5486.20	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number
5466 1600 1808 9621

Customer Service:

1-800-866-9900	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 10/31/2006	\$0 Amount Over Revolving Credit Line \$486.20	\$1500 Past Due \$845.07	\$0 Purch/Adv Minimum Due \$244.75	\$5486.20 Minimum Amount Due \$5486.20

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/31			Standard Purch LATE FEE - SEP PAYMENT PAST DUE 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	39.00 0000000000 151.75 0000000000
10/31				



Your late fee was based on your account balance as of the payment due date (10/24/06), which was \$5,295.45.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20
Days This Billing Period: 32					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$5,368.60	0.08833%(D)	32.240%	32.240%	
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%	

12/25/06	\$5672.46	\$5672.46	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number
5466 1600 1808 9621

Customer Service:

1-800-568-5000	Revolving Credit Line \$5000	Available Revolving Credit Line \$0	Cash Advance Limit \$1500	Available Cash Limit \$0	New Balance \$5672.46
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date 11/30/2006	Amount Over Revolving Credit Line \$672.46	Past Due \$1089.82	Purch/Adv Minimum Due \$242.26	Minimum Amount Due \$5672.46

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	11/30		Standard Purch LATE FEE - OCT PAYMENT PAST DUE 66 0000	39.00 0000000000
	11/30		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	147.26 0000000000

Your late fee was based on your account balance as of the payment due date (11/24/06), which was \$5,486.20.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Our records show home phone 650-320-9402 and business phone 408-730-3815.
Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,557.05	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

01/23/07	\$5858.58	\$5858.58	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number
1466 1600 1808 9621

Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
L-800-756-4000	\$5000	\$0	\$1500	\$0	\$5858.58
30X 6000 THE LAKES, NV 39163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	12/29/2006	\$858.58	\$1332.08	\$244.12	\$5858.58

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
12/29			Standard Purch LATE FEE - NOV PAYMENT PAST DUE 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	39.00 0000000000 147.12 0000000000
12/29				

Your late fee was based on your account balance as of the payment due date (12/25/06), which was \$5,672.46.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,743.17	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

02/22/07	\$6031.79	\$6031.79	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

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Account Number

5466 1600 1808 9621

Customer Service:

1-800-925-8871	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000	\$0	\$1500	\$0	\$6031.79
	Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	01/31/2007	\$1031.79	\$1576.20	\$233.21	\$6031.79

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/31		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	173.21 0000000000



Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,942.14	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

Exhibit D

<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</small> HUNT & HENRIQUES, Attorneys at Law Michael S. Hunt, Esq. #99804 Janalie Henriques, Esq. #111589 151 Bernal Road, Suite 8 San Jose, CA 95119 <small>E-MAIL ADDRESS (Optional):</small> ATTORNEY FOR (Name): CITIBANK (SOUTH DAKOTA) N.A.		<small>FOR COURT USE ONLY</small> POS-010 ENDORSED 2001 MAY 21 P 2:39 <small>FBI TORRE CLERK OF THE SUPERIOR COURT COUNTY OF SANTA CLARA, CALIFORNIA BY _____ DEPUTY CLERK</small>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA <small>STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT - CIVIL LIMITED</small>		<small>CASE NUMBER</small> W. VAUGHAN 107CV084095
PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A. RESPONDENT/DEFENDANT: JO A GRAFF		<small>Ref. No. or File No.</small> X0700502
PROOF OF SERVICE OF SUMMONS		

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross complaint
 - f. other (specify documents): NOTICE TO LITIGANTS, ADR INFORMATION SHEET
3. a. Party served (specify name of party as shown on documents served): JO A GRAFF

- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substitute service was made) (specify name and relationship to the party names in 3a):

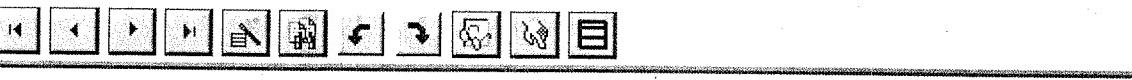
4. Address where the party was served: 210 El Carmelo Ave Palo Alto, CA 94306-2377

5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 5/15/2007 (2) at (time): 6:27 am
 - b. by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical addressee unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

Form Adopted for Mandatory Use
 Judicial Council of California
 POS-010 (Rev. January 1, 2007)

PROOF OF SERVICE OF SUMMONS

Page 1 of 2
 Code of Civil Procedure, § 417.10



PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A.	X0700502	CASE NUMBER
RESPONDENT/DEFENDANT: JO A GRAFF	107CV084095	

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): from (city):
 - (3) with two copies of the Notice and Acknowledgment of Receipt (form 982(a)(4)) and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4).) (Code Civ. Proc., § 415.30.)
 - (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

- d. by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as occupant.
- d. On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: E. Rios
- b. Address: Pacific Legal Services, Inc., P.O. Box 5549, San Jose CA 95150
- c. Telephone number: (408)266-3148
- d. The fee for service was: \$ 40.00
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
 - (I) owner employee Independent contractor
 - (II) Registration No.: 984
 - (III) County: Santa Clara

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 5/15/2007

E. Rios

(NAME OF PERSON WHO SERVED PAPER&SHERIFF OR MARSHAL)

/S/ E. Rios

(SIGNATURE)

Exhibit E



JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): HUNT & HENRIQUES, Attorneys at Law Michael S. Hunt, #99804 Janalie Henriques, #111589 151 Bernal Rd. STE 8, San Jose, CA 95119-1306 TELEPHONE NO: (408) 362-2270 FAX NO. (Optional): (408) 362-2299 E-MAIL ADDRESS(Optional): info@hunthenriques.com ATTORNEY FOR (Name): PLAINTIFF		FOR COURT USE ONLY (ENDORSED) FILED JUL -9 07 KIM TORRE CHIEF EXEC. OFFICER/CLERK SUPERIOR COURT OF CA COUNTY OF SANTA CLARA DEPUTY Clark Sakai
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT - CIVIL LIMITED		
PLAINTIFF/PETITIONER: CITIBANK (SOUTH DAKOTA) N.A. DEFENDANT/RESPONDENT: JO A GRAFF		3Y
JUDGMENT <input checked="" type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: 107CV084095

1. [X] BY DEFAULT

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d. [X] Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e. [] Court Judgment (Code Civ. Proc., § 585(b)). The court considered
 - (1) [] plaintiff's testimony and other evidence.
 - (2) [] plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. [] ON STIPULATION

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- b. [] the signed written stipulation was filed in the case.
- c. [] the stipulation was stated in open court [] the stipulation was stated on the record.

3. [] AFTER COURT TRIAL The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time):
before (name of judicial officer):
- b. Appearances by:

<input type="checkbox"/> Plaintiff (name each): (1) (2)	<input type="checkbox"/> Plaintiff's attorney (name each): (1) (2)
---	--

Continued on Attachment 3b.

<input type="checkbox"/> Defendant (name each): (1) (2)	<input type="checkbox"/> Defendant's attorney (name each): (1) (2)
---	--

[] Continued on Attachment 3b.

c. Defendant did not appear at trial. Defendant was properly served with notice of trial.

d. A statement of decision (Code Civ. Proc., § 632) [] was not [] was requested.

Page 1 of 2

Form Approved for Optional Use
Judicial Council of California
JUD-100 (New January 1, 2002)

JUDGMENT

Code of Civil Procedure, §§ 585, 664.6

10700502



PLAINTIFF:CITIBANK (SOUTH DAKOTA) N.A.	CASE NUMBER: 107CV084095
DEFENDANT:JO A GRAFF	

JUDGMENT IS ENTERED AS FOLLOWS BY: [] THE COURT [X] THE CLERK4. [] **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.**5. Parties. Judgment is**

a. [X] for plaintiff (name each):

CITIBANK (SOUTH DAKOTA) N.A.
and against defendant (names):
JO A GRAFF

c. [] for cross-complainant (name each):

and against cross-defendant (name each):

[] Continued on Attachment 5a.

b. [] for defendant (name each):

[] Continued on Attachment 5c.

d. [] for cross-defendant (name each):

6. Amount.

a. [X] Defendant named in item 5a above must pay plaintiff on the complaint:

(1) [X] Damages	\$6,031.79
(2) [X] Prejudgment interest at the annual rate of 0.00 %	\$0.00
(3) [X] Attorney fees	\$0.00
(4) [X] Costs	\$220.00
(5) [] Other specify:	\$
(6) TOTAL	\$6,251.79

b. [] Plaintiff to receive nothing from defendant named in item 5b.

[] Defendant named in item 5b to recover costs \$
[] and attorney fees \$

c. [] Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) [] Damages	\$
(2) [] Prejudgment interest at the annual rate of %	\$
(3) [] Attorney fees	\$
(4) [] Costs	\$
(5) [] Other specify:	\$
(6) TOTAL	\$

d. [] Cross-complainant to receive nothing from cross-defendant named in item 5d.

[] Cross-defendant named in item 5d to recover costs \$
[] and attorney fees \$

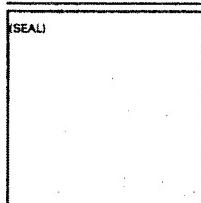
7. [] Other (specify):

Kiri Torre
Chief Executive Officer/Clerk

Clark Sakai

Date: [] JUDICIAL OFFICER

Date: JUL - 9 2007 [] Clerk, by _____, Deputy

**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

JUL - 9 07

Page 2 of 2

X0700502

Exhibit F

HUNT & HENRIQUES

ATTORNEYS AT LAW

MICHAEL S. HUNT
 JANALIE HENRIQUES

151 BERNAL ROAD, SUITE 8
 SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362-2270
 FACSIMILE 362-2299

July 13, 2007

JO A GRAFF
 210 El Carmelo Ave
 Palo Alto, CA 94306-2377

Re: CITIBANK (SOUTH DAKOTA) N.A. v.
 JO A GRAFF
 Case # 107CV084095
 Date of Judgment: July 9, 2007
 Amount of Judgment: \$6,251.79

Dear JO A GRAFF,

The court has entered judgment against you and in favor of our client in the amount of \$6,251.79. The judgment will remain valid for 10 years from the date it was entered and it can be renewed for an additional period of time. Judgments accrue interest at the rate of 10% per annum. The judgment is a public record and may be reported to the credit reporting companies and may be included on your credit report until the judgment expires.

We are in the process of recording an abstract of judgment which may create a lien on transactions involving real property such as your purchase, refinance or sale of real property. The abstract also remains valid for 10 years.

Now that judgment has been entered, our client has instructed us to attempt to collect the judgment. Wage garnishments and bank levies are legal remedies that we may attempt to use to collect the balance due under the judgment. If we use these remedies, additional costs will be incurred. We may request that the court add the costs to your judgment.

Our client is still willing to settle the debt. Please call us or email us to find out about settlement options. You can telephone us toll free at: 1 (800) 496-5048. Our email address is: Settlements@HuntHenriques.com. We look forward to hearing from you.

This firm is a debt collector and any information obtained may be used for the purpose of collecting the debt.

Very truly yours,

Michael S. Hunt
 Janalie Henriques
 HUNT & HENRIQUES
 Attorneys at Law
 X0700502